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The Bombay Gazette.

8022.—NEW SERIES. BOMBAY:—WEDNESDAY, OCTOBER 21, 1874.

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COMMERCIAL INTELLIGENCE.

TUESDAY EVENING, 20TH OCTOBER, 1874.

The Markets here have all been closed for the Dussera holiday, so that the only commercial news to notice is from the English telegrams.

Reuter reported the Liverpool Cotton Market yesterday as closing heavy with supplies freely offered, prices unchanged; and this morning's report is dull, probable sales 10,000 bales, imports 12,000. The receipts at the American ports continue excessive, 44,000 bales for Saturday and Monday, and in New York prices are evidently giving way in consequence, Mid Uplands being now quoted at 16½ cents, a decline of ¼ cent per lb.

Reuter's fortnightly statement of the shipments of Piece Goods for India shows full average supplies of all descriptions, both to Bombay and Calcutta, but more moderate than has been the case for some time back.

Withdrawals of gold from the Bank of England still go on, yesterday's message reporting £86,000, destination unknown, and a further sum of £30,000 for Alexandria, making a total since the last return of £482,000. A favourable Bank return can scarcely be looked for under the circumstances, and it would not now be a matter for surprise if a further advance in the rate of discount takes place on Thursday. Consols are still quoted at 92¾, French Rentes at 70½, and Bar Silver at 57 11/16d. per oz.

BANKS.

No. of Shares.	Paid up.	Last dividend.	Names.	Cash sales per Share.
	Rs.	Rs. a.		Rs.
12,000	100	all	Bank of Bengal	420
15,000	500	all 32½	Do of Bombay New	545
10,000	500	all 12½	Do 2nd Res. Issue	515
22,67	1,000	all Spec	Do of Madras	1,200
1,000	25	all 10	Chartered Mercantile Bk of L. & China	50
10,000	200	all	Comml. of L. & C.	Rtd
10,000	100	7½	National Bank of India	Rtd
1,000	25	all 12	Oriental Bank	612

SPINNING AND WEAVING COMPANIES.

1,000	1,000	all	200	Alliance Spinning	1,200
800	1,000	all	200	Alliance Weaving & P. Co	2,000
500	1,000	all	200	Bombay Union	1,150
1,000	100	10		Bunder Mills	1,000
1,000	1,000	200		Colaba Spinning	1,100
1,000	100	all		Dharamsey Mills	1,000
1,500	1,000	all		Do Weaving	1,000
1,000	1,000	all		Do Spinning	1,000
1,000

ELLIGENCE.

TELEGRAMS.]

NDON, 19TH OCTOBER, AFT
Market closed with supplies
Lood steady.
Market Lowbeen firm.

ket has been firm.
for the shut ..... 92⅞.
Account 1872 99
..... 97 11-16
00 has been withdrawn from the
ation unknown, and the sum of
ds.
ons have passed through the Suez
and Timor.

BETWEEN THE SEPOYS AND THE POLICE.

thas the Chief Magistrate has
presentation to Government in
a free pardon to the sepoys
Monday, and that the men have
to hard labour, but are kept in

has conferred the title of "Rai
personal distinction upon Baboo
of Durbhanga.

said that final arrangements have, at
been made for a race meeting at Lahore,
fixed are the 5th, 7th, and 9th January.

CHERWATINSKI who has been travelling
some months, for similar, is on
s course on to Bombay, leaving India
before the hot season.

The Lieutenant-Governor of the Punjaub is now
on tour, and the Lahore paper gives the names
and dates of the several places which he pur-
poses visiting. His Honour expects to reach
Delhi Lamell Kilpa on the 3rd December.

The Governor-General in Council directs that
in the form of Certificate annexed to Rule 2
under Section 4 of the Civil Pension Code, the
words "cannot discover that he has any" be
substituted for the words "find that he has no."

Certain instructions from Government, in the
Marine Department, as to the light of the 4th class
will shortly be exhibited on the Dolphin's Nose
at the Port of Vizagapatam. The light, it is ex-
pected, will be visible at a distance of seven
miles.

His Majesty's Government has been pleased to
confirm the appointment by the Government of
India of Mr. S. B. Vyvyan as Acting Consul for
Sweden and Norway at Calcutta, and of Mr.
Gustav Lesch as Acting Consul for Austria
at Calcutta.

It is stated that Mr. Stevens, of the Assam
murder case, intends to expend, in the costs of
his defence, nearly the whole of a sum of money
previously left to him as a legacy, and with
which he hoped to carve out a fortune in the
line of life he had chosen. At the time of his
arrest he was on the point of entering on the
management of a tea estate.

The Governor-General in Council is pleased to
sanction the substitution of the following for the
rule prescribed for [illegible] III in Chapter XI of
the Civil Leave Code: —The officer should obtain
a certificate, in form A Appendix A, from the
Accountant General of his presidency or pro-
vince, but before proceeding to any place
out of that presidency or province, the tenth
space in the certificate may be left blank.

A notice in Saturday's *Gazette of India* says
that certain articles which formed part of the
[illegible] between Allahabad and Arrah, in the morning
of the 9th instant, are now lying in the Dead
Letter Office, Calcutta, as they cannot be forward-
ed to their destinations in consequence of the
addresses having been burnt or washed off.
Amongst these are two watches, some parcels of
jewellery, [illegible] &c.

SIR JOHN STRACHEY, we read, does not purpose
leaving his capital for his cold weather tour till
the middle of December. Colonel Tyrwhitt, In-
spector General of Police, the only head of a
department who has as yet been invited to ac-
company His Honour will, it is stated, march from
Cawnpore to Agra about the 20th of next month
and join the Head Quarters Camp at the latter
station. A telegram from Nynee Tal, on the 17th,
states that His Honour's party was at Bamjhegurr.

Good Service Pensions have been conferred by
Her Majesty's Government, on the recommenda-
tion of the Government of India, upon Colonel
Henry Lindsay Bruce, R.A, and Colonel William
Frederick Custance, late pay, late 21st Hussars, and
formerly of the Bombay Cavalry, in the room of
Colonel (Major-General) F. Turner, C.B., R.A., and
Major-General Sir J. Malcolm K.C.B., who have
succeeded to Colonels' allowances. Particulars of
their services will be found under the "Orders of
the Government of India."

SIR [illegible], who comes to Sir Lewis Pelly's
movements, Mr. Lyall will probably leave
Calcutta for his new appointment as Governor
General's Agent in Rajpootana in the beginning
of next month. Mr. Lyall's promotion, the *Englishman* remarks, "will surprise no one who knows
him, and we can [illegible] happy position of being able
to congratulate and congratulate both Mr. Lyall and
the Government on the appointment. With very
marked and unusual ability, Mr. Lyall possesses
a calm and [illegible] temperament, which fits him in
a special way for such a post, and, unless he
strongly belies the promise he has given, the
Agency in Rajpootana could not be in better
hands."

A VERY numerously signed memorial has been
sent to Mr. Gordon, the Secretary of the Bombay
Chamber of Commerce, urging the necessity for
combined and decided action being taken by the
whole mercantile community, European and
native, in order to induce the Great Indian
Peninsula Railway Company and the Bombay,
Baroda, and Central India Railway to make more
equitable carting arrangements, to provide better
station accommodation for the goods traffic in
Bombay, and to prevent the overloading of the
bullock carts, and the gross ill-treatment of the
bullocks employed in carting the goods brought
into Bombay by railway. Mr. Gordon is requested
to call a public meeting to consider this sub-
ject.

THE general remarks of the Department of
Agriculture on the state of the season and the
prospects of the crops for the week ending the
15th instant are as follows:—In Bengal there
was seasonable rain during the week in almost
every district, and the great rice crop may be
considered secure. Where the monsoon was very
late, continued rain will still ensure a good har-
vest. In parts of the Burdwan and Presidency
Divisions, the prospects of this crop, though
very poor, are improving. The damage by floods
is, upon the whole, less than was anticipated, and
the loss will be compensated by the good done to
the cold weather crops thereby through the
fertilizing deposit left on the soil. Lands are
being prepared for the cold weather crops, and
in some places the sowings are commenced.
The harvest of the early crops is all but ended.
From all these provinces the reports are uni-
formly good.

SOME very [illegible] samples of nearly pure
copper, recently brought down from Northern
Queensland by Mr. B. H. Sheaffe, one of the dis-
coverers of the Cloncurry copper mines, have
been on view in Sydney (New South Wales).
These specimens are, perhaps, the richest ever
found in Australia, being estimated to yield
about 98 per cent. of pure copper—the total
weight of the specimens being over 1,200 lbs.,
of which one lump, as found, weighed 840 lbs.
Mr. Sheaffe thus describes the country where
this copper was discovered:—"The large pieces
of malleable copper were found lying on the
surface of the ground, in the district of Burke,
North Queensland, about 60 miles from the
Cloncurry Copper Mines, and about 180 from the
Gulf of Carpentaria. Most of the pieces were
found lying close to one another, almost in a
north and south line, following the direction of
which, to the northward, occur many very rich
pieces of red oxide, varying in size from a few
ounces to upwards of twenty pounds in weight,
and, at a distance of 500 yards, other pieces of
malleable copper were found. The country,
which is slate, with numerous quartz and iron-
stone reefs in the vicinity, shows seams of copper
for a considerable distance both to the north and
south of where the malleable copper was found."

THE Cabul news writer of the *Delhi Gazette* says
that the Ameer's health is improving and that
all the Mahomedzae Sirdars had waited on him
to offer their congratulations, each presenting
money, according to his means, to be distributed
in charity to the poor in token of the Ameer's re-
covery. He also states that the mother of Sirdar
Abdoolla Jan took especial pains to prevent the
news of His Highness's illness being con-
veyed to Sirdar Yakoob Khan. An arrival
from Herat, he says, brings the following:—
"The Turcomans who had come to Herat to
settle there and seek employment have
been disappointed in their wishes because Sir-
dar Yakoob Khan has kept only four thousand
Turcomans and has ordered the rest to leave
with their families for their native places, Tucka
and Yamood. They are certainly very badly off.
They have sold all their property in hopes of
getting employment under Sirdar Yakoob Khan
and now, when they are penniless, they have
been ordered to leave the country. The four
thousand Turcomans who are allowed to remain
have been desired to live in Ghairabad and to
carry on cultivation. Sirdar Yakoob Khan has
adopted a good plan for punishing the bad
character men in his country; that is, whenever
he finds the people of any village committing
dacoity or any other crime, he punishes them by
banishing them from the village, and giving the
village to a number of Turcomans.

THE CARTING AGENCY PARTNERSHIP CASE.

DINSHAW SHAPOORJEE CURSANEE V. BYRAMJEE NUSSER-
VANJEE SERVAI.

Mr. Ferguson and Mr. Purcell, instructed by Messrs.
Craigie, Lynch and Owen, appeared for the plaintiff.
The Advocate General and Mr. Latham, instructed by
Messrs. Rimington, Hare and Langley, appeared for
the defendant. The plaintiff's cross-examination was
continued as follows:—

Mr. Latham—Besides the houses which you have
mentioned had not you some shares which you could
have realised?—No; I never dealt in shares. I had
no shares.

You had boots at that time?—I have still and I had
then.

Well then you were not so badly off after all?—If
I had sold them I should have been in a very bad state.
Still I owe about Rs 25,000, and I owe Rs 40,000 on
account of this mortgage.

The Judge—But you said that you paid Rs 30,000
to your creditors?—Yes. That is separate from the
mortgage, and if I were to sell the boats now they
would only fetch some Rs 3,000 or Rs 4,000.

Perhaps they would have been worth more then?—
No; about the same.

Mr Latham—Well then, was it after or before you
signed the release that you signed the books?—At the
same time first I signed the books and then the release,
but at the same time.

How many signatures did you make—do you re-
member at that time?—I do not remember.

I want to know whether you made many or few?—I
turned the pages and was told to sign this page and
that page, and so I went on signing.

How many times did you sign. Are you quite sure
that you signed the Carting Agency books at all that
[illegible]

[illegible] the Landing Agency books you signed in
which the final balance was struck?—I signed the
Landing Agency books on the 20th October.

Is not the final balance struck in the Landing Agency
books?—I signed the book on the 20th January.

Is not the final balance drawn out in the Landing
Agency books?—I did not sign any Landing Agency
books.

Will you answer my question, Sir,—Is not the final
balance of both the Carting and Landing Agency busi-
ness drawn out in the Landing Agency books?—Yes.

Did you sign that on that day?—Yes.

And is it not a fact, that you only made three signa-
tures in all in the books on that day?—I do not re-
member how many signatures. I remember only having
made signatures.

Don't you remember whether there were only three
or more?—No, I do not.

Well now, did you write anything opposite your signa-
tures, any comment. Was what you wrote on that day
your simple signature or anything more?—Like this.

What is that?—"Agreeably to what is written
above it is valid—Dinshaw Shapoorjee his own hand-
writing."

Like what is written in Exhibit 4. Now I under-
stood you to say, that at the time when you were sign-
ing the books you remonstrated with the defendant on
the subject of the expense of the Surat prosecution
going on?—Yes, this relates to the Sub-Contractors, and
we have nothing to do with it.

The Judge—You signed the book in January
why did you not make some note as to that?—At the
last time the Carting Agency book were produced to
me and I then signed.

I ask you why you did not make a note that the date
was not correct?—I did not take any objection. I
thought there was nothing objectionable.

You saw the date?—Yes, I did at the time of signing.

Will you swear that you did not sign it until the
20th January?—Yes.

And I suppose that until the 20th of January you
did not know anything about these Rs. 11,965-10-11
being debited to you?—No, I did not.

That you swear?—Yes.

I must remind you that you have told us that on the
10th of October you were familiar with the Landing
Agency books?—Yes.

Now, sir, do not you know this that you actually
signed the transfer of this sum of Rs. 11,965-10-11 in
the Landing Agency books on that day?—Yes, it was
transferred.

Yes, and you knew of it on that day?—If that item
appears in the Landing Agency books then I might do.

What I ask is this, did not you know perfectly well
that it had appeared in the books of the Landing
Agency business?—I do not remember.

If you don't remember that, perhaps you may have
signed the Carting Agency books on this day and not
remember?—The books of the Carting Agency business
were not produced on that day.

Look at this and tell me whether that sum which you
know nothing about until the 20th January 1872 was
not transferred from the books of the Carting Agency
to the Landing Agency's books and then signed by you
in October 1871?—Yes. I see my signature.

Yes, and that signature was made on the 10th October?
That is all in your handwriting?—The date appears
in the heading, but there is no date on my signature.

Now, remember, you swore that you signed all the
Landing Agency books on that day, the 10th of October,
perhaps you would like to retract that?—That is my
recollection.

Have you any doubt that you signed that entry on
the 10th October?—There is a doubt.

Have you any doubt?—Yes, I have a doubt as to
whether I signed it on the 10th October or not.

Now, you have told the Court over and over again,
that that is the day on which you signed the Landing
Agency books?—Yes, I did say that, but, as to this, I
do not remember whether I signed it on that day or
not, but as I see my handwriting here, perhaps I did
sign it then.

The Judge—What is your impression, have you any
reason to doubt that you signed it on that day?—I
have a doubt, because there is no date to the signature.

Mr. Latham—There is no date attached to any of
your signatures?—No, there is no date.

Have you any doubt that you knew them of this
entry being there?—How can I say when I see my
signature here.

Have you any doubt that you knew it on the 10th
October?—I do not remember.

Have you any doubt?—I have no doubt, as I see my
signature, from seeing which I say that the entry must
have been made on that day.

The Judge—And that you signed it on that day?—I
cannot say as to that, whether or not I signed it on the
10th October.

Mr. Latham—Have you any doubt that the entry
was in the books on the 10th October, and that you
knew it was.

The Judge—I thought he never doubted it.

Mr. Latham—He told us that in his examination in
chief but now, of course, it looks rather awkward. The
item must have been down on the 10th October.

The Judge—And you have no doubt that you signed
it on that day?—I cannot say.

You mean you don't like to say?—That's my signa-
ture. I say I don't think I made it on the 10th October.

Mr. Latham—Did you make your signature on any
of the Landing Agency books after that date?—Yes, on
the 20th January.

Now, my lord, there is no doubt that this was in the
books on that day.

Mr. Ferguson—I hope my learned friend will not make
short speeches in the course of his cross-examination.

The Judge—Whether short addresses are made to
me or not, I never listen to anything except what the
witness says, but I know what to think when a man says
a number of different things in five minutes. I have
taken down what the witness said. "I did sign it on
the 10th October because my signature is there. Per-
haps I did so—how can I say?" I begin to doubt, but
as my signature is there how can I say?" The witness
said ultimately that he had not any doubt that he did
sign it on that day, and then he says he has no doubt he
did not. (Laughter).

The Court hereupon rose.

TUESDAY, 6TH OCTOBER, 1874.

The cross examination of the plaintiff was resumed:—

Mr. Latham—In whose handwriting are the words
written above your signature?—Javelidli's, the de-
fendant's mehta.

Was not he the partnership mehta?—Yes, he was.

Then why do you call him the Defendant's mehta,
Sir?—Because he is not my mehta now.

Don't you know that he is not the Defendant's mehta
now either?—I dont know whether he has dismissed
him from his service.

And you call him the defendant's mehta because
you don't know whether he is in his service,
but I see him daily going to the defendant's house.

Look at page 23 of the Carting Ledger, do you find
your signature?—Yes.

Do you see the words above the signature?—Yes,
they are in Javerilall mehta's handwriting.

The words are "according to what is stated above all
the accounts having been brought into this account
each of us have received our share in full settlement
after having satisfied each other?"—Yes, I made this
signature on the 20th of January.

Do you say that from memory?—Because this shows
the final account.

Were not those words there when you affixed your
signature to this account?—Yes.

Don't you see that in that account the last item on
the credit side is the 10th of October?—Yes.

As well as the last item but one on the debit side?—
Yes.

The last item simply writes off the difference. Look-
ing at that have you any doubt that this was signed
on the 10th October?—I did not see the books on the
10th October, so how can I have signed it? I did not
see the Carting Agency books on the 10th October.

You have forgotten I suppose that you transferred
the item from the Carting Agency book to the Landing
Agency book on the 10th October?

The Judge—Who made the transfer?

Mr. Latham—Veerjee Mooljee made the body of it
and he made a recital of the transfer.—That might be
so, but I made my signature on the 20th of January.

To this one?—On all the books.

The Judge—All the Carting Agency books?—Yes.

Mr. Latham—Between the notice of the dissolution
of partnership and the execution of the release on the
20th January, were not the goods and various articles
of the patinership put up for private sale between the
defendant and yourself?—Not the goods relating to
the Carting Agency, but only the goods of the Landing
Agency.

I mean plant and stock in trade?—As to the Carting
Agency, he sent me Rs. 300, and said that was my
share of the Carting plant.

The Judge—The plant of the landing was put up
for sale A—Yes.

Mr. Latham—Do you mean to say that the Carting
Agency plant were not put up for sale—No, it was not,
the only sent me Rs. 300, and said that was my share
of it.

You got Rs. 300 then at any rate?—Yes. But these
goods and plant, and everything were worth Rs. 10,000
or Rs. 20,000.

You gave him a receipt?—Yes. I did.

For that and another Rs. 1,000 as to which I will ask
you presently?—I gave him a receipt for Rs. 1,000.

Is that the receipt which you gave?—Yes. This is
[illegible] me for signature.

The Judge—When was it sent for your signature?—
I believe five or six days before the release was signed.

Mr. Latham—I put in this receipt, dated the 23rd
November 1871. There are various items in the receipt
for Rs. 1,076. The defendant sent this paper with
Rustomjee Dadabhoy to me at the bunder.

Didn't you sign it in the defendant's presence and
receive a cheque for the amount from him at the same
time?—No. The mehta brought a cheque to me at
my house.

When the day you signed that receipt?—The
same day.

Have you any doubt that the 23rd of November is
the correct date with respect to that?—My attention
was not drawn to that. I don't remember, but I signed
the receipt.

You only just now said you signed it a few days
before signing the release?—It is my impression that
it was a few days before the release.

I should like to know when you obtained that cheque?
The mehta brought money to me and not a cheque.

Will you swear that, because we can get the cheque
from the bank?—The mehta brought the money to me.

You told a minute ago that he brought you a
cheque. You were right then?—I said he brought
money.

The Judge—The cheque was not brought to your
house?—No.

Where did you receive the cheque?—The mehta
said that the defendant gave me a cheque for a larger
amount. He cashed it and paid me Rs. 1,000 out of it,
and kept the rest for his own use.

Mr. Latham—Now, remember we have got the coun-
terfoil of the cheque. Do you persist in the story
which you have just stated?—I did not receive a cheque,
I received money. "I have received from you this day
—the 23rd November 1871."

Did you write those words before signing the receipt?
—Yes.

Did you see at the beginning of it these words "having
put up to be bid for all the stock-in-trade of our Cart-
ing Agency business you (that is the defendant) pur-
chased all the goods?"—Yes, it is written, but that
was not done.

You read the words but made no alteration in them?
—No, I did not make any alteration.

Now, do you mean to tell the Court it is a fact that
that was not done?—No, it was not put up as it is
written here, he only sent me Rs. 300.

And you did not consider that sufficient understood
you to say?—No; I did not know at what rate he calcu-
lated the stock-in-trade or what value he put upon it.

Be good enough to tell us why you signed that with-
out remonstrance?—He promised to take me as a
partner, and I did not like to fall out with him.

Do you remember that during the whole of your
examination in chief you did not make any suggestion
about your being taken as a partner until the interview
of the 20th January?—He said so to me at the time of
my signing the Landing Agency books on the 10th of
October.

And you remember that you told me that you were
not allowed to take any part in the partnership busi-
ness after you received the notice?—He promised to
make me a partner and I was in hopes he would do so.

He kept you out of the business and still
you hoped he would make you a partner? Now
if you believed the defendant was going to take
you as a partner, what on earth was the object of
his buying or taking over the stock-in-trade of the
partnership and paying you for it? He did the same
as a former occasion. He had a release taken from
me and at once admitted me as a partner.

There was a release taken from you on a former
occasion we know, but did you know perfectly well
that the partnership stock-in-trade had never on any
previous occasion been taken over. Is not that so?—
Yes, but this time he did.

Then what is the meaning if you thought he was
going to take you as a partner, of his either buying or
taking over the stock-in-trade and paying you for it?—
If he had taken me as a partner, he would have again
made me contribute something towards these things.

My question is, what was the object of his paying
you at if he was going to continue you as a partner?
I expected that he would take me as a partner from
what he told me.

And what do you suppose was the meaning of his
paying these things from you?—He said to me that I
should be continued as a partner.

That is not an answer to my question. What was
the object of the defendant in paying you for these
things if he was going to continue you as a partner?
—He knows that.

But what do you think, Sir?—I believed that he
would take this—Rs. 300 back and admit me as a
partner.

Did it not strike you as extraordinary that he should
pay you for these things at the time when he was going
to take you as a partner?—Yes, because it was a very
small amount.

Did you suppose that he would both admit you as
a partner and pay your money for the stock-in-trade
of the partnership?—I thought so, and that if he paid
me money he would afterwards take it back from me.
The partnership was stopped on the 1st October and
the release was executed on the 20th of January, and
I was allowed to use that stock-in trade.

You have just told me that he bought the stock-in-
trade from you?—That was three months after. It was
purchased on the 20th January and I used it in the
meantime.

Are you aware that the receipt just put in is the
receipt of the 23rd November?—The stock-in-trade
was taken into account on the 20th January.

The Judge—The Landing Agency's stock is included
in the Rs. 1,076.

Mr. Latham—Only a little of it. It had all been
credited long before, on the 10th of October Rs. 18,000,
and this is the item that had remained over; to (witness).
On the 10th October had not the amount the de-
fendant was to pay on the private sale, for the stock-
in-trade of the Landing business been calculated and
entered in the partnership books?—He calculated and
kept the accounts in his own house, and I received
the money for it on the 20th January. It was cal-
culated on the day of the private sale but I did not
receive the money then.

And was not that in the 10th October?—I believe it
was. The amount was about Rs. 18,000.

And that was entered in the books?—Yes.

Now did you tell the defendant that it was a waste
of time having this private sale?—It was put up for
sale privately, he bid and I bid, and he was the highest
bidder.

You did not tell him it was a waste of time going on
with the private sale?—The conversation relating to
this matter took place before and not at the time of this
private sale. I told the defendant before the private
sale "what is the use of doing this people will speak
[illegible] reputation. As I wish to contin-
ue in the partnership it is not necessary."

And still he insisted on the private sale?—Yes.

As to the three cranes which formed the second item
of Rs. 375, that is a balance left from the private sale of
the Landing Agency stock-in-trade?—In the other
goods he allowed me a share of six annas, and in the
cranes eight annas.

The Judge—Is it a balance over from the private
sale?—Yes.

Mr. Latham—And the Rs. 1,000 was the amount
returned by the G. I. P. Railway Company?—Yes.

It was the Rs. 1,000 which you were personally
going to pay?—Byramjee without my knowledge de-
bited this to my account.

And he repaid it to you in cash?—Yes.

He repaid it to you in cash instead of crediting you
in the account?—Yes.

Now, Sir, was not the reason of your receiving all
these sums in cash, instead of being credited in ac-
count, because the books were made up and closed at
that time?—the books of the Landing Account were
closed.

Was it not the reason—don't you see that the
Rs. 300 does not belong to the Landing business?—
That belongs to the Carting business.

Then I ask you whether the reason why you did not
get credit in account but were paid in cash was be-
cause the books had been made up and closed at that
time?—It may be so why did he take my signature on
the 20th January.

Answer my question. You got this in cash because
the books being closed it could not be, credited in the
books?—How can the books be closed. I did not sign
the books.

Why did you get in Cash?—I did not send for it.
The defendant sent that money to me.

The Judge—Why as it not entered in the book?—
If he had made an entry, I would not have objected
to it.

Why did he not enter it in the book?—Perhaps he
did not wish intentionally.

You can give no explanation?—I don't understand
it, so how can I give explanation.

Mr. Latham—Now besides the stock-in-trade, do you
remember that you wanted the defendant to buy from
you certain godowns or boats?—Yes, I did offer to sell
the godowns or boats to the defendant.

In fact you more than wanted. You *begged* him to
buy them, did not you?—I only offered to sell them to
him.

You offered to sell and he did not want to purchase
them?—Yes.

And you persuaded the defendant to refer to arbi-
tration the question whether he should buy them or
[illegible]

To Rustomjee Dadabhoy's arbitration?—Yes.

At the time when these matters were referred to
arbitration had not all the accounts of the partnership
business been closed?—They were about to be closed.

Had they not all been closed?—Not all the business.

Had not every thing been closed except your giving
a receipt?—The accounts were to be signed and a
release executed.

Had not all the accounts been made up at that time
The accounts were made up after that.

Now look at this agreement and say whether that is
the agreement for reference to arbitration signed by
you and the defendant with reference to these boats?
—Yes.

The body of that reference is in the handwriting of
Veerjee Mooljee?—Yes.

Was it not written by your direction?—By the direc-
tion of both Byramjee and myself.

You took a part in it?—Yes.

Now just listen how it begins "Shree [illegible]
Prosperity, &c. We the undersigned Dinshaw Shа-
poorjee Karani, Parsi inhabitant of Bombay, and By-
ramjee Nusserwanjee Sirvai, Parsi inhabitant of Bom-
bay, do make this instrument for reasons as follows:—
We two persons carried on in partnership the cooney
Baroda Railway Company's Agency business and the
Landing business of the two Railways, namely the
Bombay Baroda and the Great Indian Peninsular. All
those partnership accounts were closed on the 30th
of September 1871, and having settled all the accounts
relating to the above mentioned business up to that days
and having made transfer of or entries relating to all the
partnership accounts, and we two persons having exa-
mined all the accounts up to the above mentioned date,
and the goods and articles and things appertaining to
all the partnerships having been put up to be bid for,
and having sold the same to the above mentioned
Byramjee Nusserwanjee at a valuation, the accounts
after having been adjusted were agreed and consented
to on the 19th day of the current month, i.e. November
1871." Now did not you give directions for the
writing of that part?—Byramjee got this written out
fraudulently.

Were you a party in giving directions for this?—
But Byramjee did not act according to this writing.

But you took a part in giving instructions for it?—
Byramjee said to me that he wished that this mat-
ter should be referred to arbitration as he wished to
give me a lump sum on account of all these business.

That has nothing to do with the question, I ask did
you not take a part in giving directions for the inser-
tion of those words to which I have just called your
attention?—Yes, I did.

And you observe that they state that all the accounts
"after having been adjusted were agreed and con-
sented to?"—Yes, it is written here.

By your direction?—Because Rustomjee Dadabhoy
said to me "if you get it written so I will give you four
times the value of your boats?"

Then did you write that in hopes that the arbitra-
tor would make an unfair award in your favour?—Yes,
It is written so here.

And you also gave directions to the mehta to write
the accounts after having adjusted and settled them on
the 19th November 1871?—Rustomjee Dadabhoy had
got this already drawn out and brought it to me.

Now do you know that not five minutes ago, you told
his lordship that it had been written by your direc-
tions?—I said before the paper was made out, I told
Rustomjee Dadabhoy to draw out a paper according to
his wish.

The Judge—Did not you read it before you signed
it?—Yes. He said he would get me a large sum.
Having confidence in him I signed. The arbitrator did
not investigate the matter. I wrote three or four times
about it. Rustomjee came to me and said that he
would get a paper drawn out in the terms of this
paper. I said do so as you have promised to give me
a lump sum.

Then it is not true as you said just now that the
mehta wrote it according to your instructions?—When
Rustomjee came and told me this I told the mehta to
write the paper.

And did not you tell him what to write, sir?—No, I
did not tell the mehta. I told the mehta to write as
Rustomjee would direct him.

Then it is not true as you said just now that the
mehta wrote that according to your directions?—It is
true I told the mehta in the presence of Rustomjee
to write what Rustomjee would direct him to write.

Did he write in your presence?—This was written
at Byramjee's house.

Where was it that you gave the mehta this direction?
—At the place where the Landing business is transact-
ed at Warree Bunder.

Did you not give the instructions on the same day on
which you signed it?—I don't remember that, but this
paper was brought to me on the same day by Rustomjee
Dadabhoy and the mehta at the Warree Bunder.

Do you mean to tell me that the mehta went away
from Warree Bunder and came back from Mr.
Byramjee's bungalow?—Yes.

Did not the mehta write that out at Warree
Bunder?—Not in my presence. I swear that.

The Judge—I can't see what difference it makes
where it was written. The plaintiff says he told the
mehta to write it, as also that he knew all about it.

Mr. Latham—He dictated it himself.

The Judge—I don't see the necessity of pressing the
point. It's quite satisfactory. He says he read it over
before he signed it.

Witness—The signature on the back of this cheque
for Rs. 1,075, dated the 23rd November 1871 is not
mine. It is my son's signature. I admit that this
cheque may have been received by my son and cash-
ed by him. He signed it by my order. I admit
having received the amount. I received this cheque
for Rs. 40,399-9-11 at the time of the execution of the
release. It bears my signature. No award was ever
made in that reference. About a fortnight after the
execution of release I knew that defendant did not
intend to take me into partnership with him. I had
some conversation with him on one or two occasions
during the interval between the signing of the release
and the sending of the notices. I had some conver-
sation with him in reference to my book. I said
to him "you said you would take me as
a partner," he said "let that matter be dropped."
I did not receive Rs. 1,500 as a reward but in account
of boatmen's wages and rents for boats. There was no
dispute about accounts. Why should I dispute? I
received the money and said nothing about that. I
don't remember whether I received this sum after the
release.

When did you complain about the accounts?—At
the time of the arbitration about the boat after the
release, when I received Rs. 1,500 on account of the
boats.

I know you said just now that you didn't and now
you say you did. You said just now that you didn't
[illegible] and you asked "why should I?"—The last time I had
a conversation about this account was on the occasion
of my receiving the Rs. 1,500.

What do you mean by "this account?"—At the
time when I went to receive the Rs. 1,500 on account of
these boats I said to him "you want to turn me out?"
Is that all that happened?

Mr. Latham—Then you didn't say anything to him
since the signing of the release as to your not having
examined the books?—No, nothing.

Look at this document and say whether or not it is
your receipt for the Rs. 1,500?—Yes, that is my sig-
nature.

I put in receipt of the 19th March 1872 signed by
the plaintiff for Rs. 1,500. "To wit I have received one
cheque for Rs 1,500 dated this day. I asked you to
purchase my 9 pattimaires, with reference to this it was
referred to arbitration of Rustomjee Dadabhoy, but
the award not having been made within the time fixed
&c. nevertheless you have paid me this sum by way of
favour which I have received with thanks and for
which I only give this in writing. I have no claim."
&c. &c.

As a matter of fact, sir, did you ever make any claim
or complaint whatever after signing the release that
you had not fully examined these accounts before the
year 1873 when you got your attorneys to send letters?
—No, I did not.

To go back a little—the defendant, as a matter of
fact, was very often absent from Bombay?—He used to
go to outstations for his business.

For his business or the partnership business?—I
know that he used to go out of Bombay but I cannot
say for what purpose—sometimes after an interval of
one, two, and three months.

Don't you remember telling Mr. Ferguson that the
defendant used to go and manage the upcountry ba-
sines, you need not be afraid of telling me?—He used
to go out of Bombay, but I cannot say what business
there is there to look after. I know that he used to
go on some business, but I never heard what business.

You never heard that he used to go to manage the
partnership upcountry business. Do you swear
that?—I do not say entirely that he did not go to look
after the partnership concerns upcountry.

Did he, or did he not?—Was not he in the habit of
going to look after that?—He used to go out of
Bombay, but whenever the weather of Bombay he did
not tell me what he was going about.

I did not ask you to tell me what he did or did not
tell you, but whether he used to go upcountry to ma-
nage partnership concerns?—Yes.

Why do you keep us 10 minutes in saying so then—
How long need he to be away, for considerable periods
at a time two or three a fortnight, now a month.

Sometimes more?—Yes. I did not note down every-
thing.

And during such times used you not to attend at the
Grant Road Station?—Yes, I used to go there. I did
not sit in the Office, but I used to attend to the mer-
chants as to the goods that were brought down there.

Are you quite sure you did not sit in the office?—I
have got your own letters here?—The same place
where [illegible]

Will you answer the question instead of fencing with
it—did you sit in the office at the Grant Road Station?
Yes.

And managed the whole of the business that was
going on there?—Yes.

And gave directions to the mehtas there?—When-
ever the mehta referred to me, that I explained to him.

Had not you the control over the mehtas—were not
you their master?—Yes, whenever I directed them to
do anything they did it.

Were not the books [illegible] there before you?—No,
how can the books be there when people were there.

The Judge—The books were in the office?—They
were kept in a cup-board in the office.

Mr. Latham—Do you mean to tell me that while
business was going on the books were kept in a cup-
board?—Yes, the mehtas kept those books out.

And if you had wanted to see anything in those
books, could not you have seen them at that time?—
The rough books were kept at the station and the fair
books at Byramjee's house. The rough books kept at
the station were not worth anything.

Could you not have seen the books at the station?—
I could not at leisure to see the books there.

Answer my question, couldn't you have seen the
books at any time had you wanted to see them?—I
shall ask your lordship to speak to the witness if he
goes on like this.—If I had asked the mehta to show
me any book the mehta would have shown it to me, but
the books were not worth seeing.

We have generally heard in this Court that that book
is an important book. The entries relating to the
wages paid to the coolies and grass people and so on
were entered in those books.

And you mean to tell me that there were no books
at the station in which the amount received were
entered?—No.

No books at the station showing the amounts paid
in there?—No, not there; they were all entered in the
fair books. The rough cash books contained entries of
moneys received, the rough mond and rough cash-book
used to remain at the office there.

The examination of the witness was proceeded with.

OPENING OF THE RAJPOOTANA STATE RAILWAY BETWEEN JEYPORE AND DOOSA.

(*Correspondent, Delhi Gazette.*)

JEYPORE 15th October—The ceremony connected with
the opening of the section of the Rajpootana State
Railway between Jeypore and Doosa, was pleasing and
appropriate. All went off well. The Maharaja was pun-
tual, as he always is on such public occasions. His High-
ness had invited all the leading men of his State, subor-
dinate to him—Rajas, Thakoors, and others; and a good
appearance they put in. They all looked well and acted well.
It was quite understood by them all that the collective
body of native nobles and gentry of the Jeypore Raj, were
hosts, having Sir Lewis Pelly and the assembled English
ladies and gentlemen as their honoured guests.

Sir Lewis Pelly has been here some time in the course of
his annual tour. He will leave on or about the 18th
unless detained by unforeseen circumstances.

The first train, the opening train, reached the whole
length of the line from Agra, bringing the invited guests,
steamed into the crowded and adorned [illegible] arranged and
decorated Station punctually. It was received with due
ceremony, and the guests alighted amid much [illegible]
tions, and loudly and heartily expressed [illegible]
the success of the undertaking, and for the [illegible]
the strong iron link binding the peoples [illegible]
gay and picturesque in the extreme, and [illegible]
His Highness the Maharaja down wards, [illegible]
and happy. The small engine, crowned [illegible]
looked and acted "a thing of life" with [illegible]
mind. It appeared to puff its impa[illegible]
gusto, and screamed its congra[illegible]
of Jeypore and his subjects, [illegible]
I am at last, your High[illegible]
best services to you al[illegible]
true words, and I will [illegible]
friend. Wake up ye people from [illegible]
in these backwoods. Follow in [illegible]
you forth to brighter and better [illegible]
civilizing." I don't know what "th[illegible]
all this from "three feet," but the [illegible]
spoke his very best, and acted t[illegible]
nobly.

The opening ceremony over, [illegible]

[illegible] retired to the accommodation provided for them in the Re-idency and in tents pitched in its vicinity. They were entertained by Colonel Bynon on behalf of the Maharaja. The station was illuminated in the evening, and so was the Residency. It is hardly necessary to remark that, the arrangements for the large body of guests under the supervision of hospitable Colo-nel Beynon and Mrs. Beynon, were perfect, as that could be desired and as much as was expected. On the evening of the 13th the "Sugnaer Durbar" was brilliantly illuminated by order of the Maharaja; and the bazaars also. A large number of ladies and gentlemen sat down to a magnificent dinner in the palace. The arrange-ments were superb and the display and "feed" magnificent. The Naburghur Fort, which commands the whole sur-rounding country, the palace and the city was brilliantly and very tastefully illuminated. The dining party took leave of their host at midnight.

The 14th was devoted to visiting the Maharaja, his col-lege, and the other institutions for which his capital is famous throughout India. Colonel Beynon himself acted chaperon and appeared to derive no small satisfaction from explaining the much that the Maharaja had done in this direction, and the more he intends to do if his life be pro-longed. The day passed very pleasantly.

To-day many of the assembled guests will leave, convey-ing with them happy recollections of "the three days" at Jeypore. Captain Burton of Bikaner, and some officers of the Ajmere Commission, and some from Sambhur, were among the visitors.

I must not forget to mention the exertions the Maha-rajas favourite Minister, Thakoor Fetch Sing made, to second and support the wishes of his master, to please his guests and make all the gay doings worthy of the great and auspicious occasion.

EUROPEAN EXTRACTS.

THE RIOTS IN THE SOUTHERN STATES.

(*Times*, September 22.)

THE New York papers received at Plymouth on Sun-day, by the steamship Hammonia, publish a despatch, bearing date Washington, September 9, which contains an account of the riots in Louisiana. It says:—

"The two white refugees from Coushatta arrived at New Orleans to-day, accompanied by a negro. They had come through the woods by way of Monroe, and were in a most deplorable condition, being without shirts or shoes, and quite overcome with fright, fatigue, and exposure. One of them served through the war in the Union Army, and the other was an old officer in the Confederate cavalry. Since the war he has been a follower of General Long[illegible] in supporting the Administration. These refugees left Coushatta two days after the murder of the prisoners. They report that they were warned by the Captain of one of the White League companies that they must escape, if pos-sible, for he would be utterly unable to protect them on account of their support of the General Government, which was generally known. The six murdered white men was told, the day before their murder, that they must take their watches and jewelry with them, as their captors would not otherwise be responsible for the safety of their property. They did so, and after they were murdered their bodies were robbed of every-thing that had any value—they were entirely stripped. Four of these persons were married, and had families. Only one of them was permitted to see his wife. The guard who conducted the six men out to be murdered were 36 in number, well mounted, and armed with double-barrelled shot guns. The refugees state that the White League was continually receiving reinforcements up to two days after the murder. The League is now organized in com-panies, which are well drilled by good officers. All the provisions in the town have been seized, and prepara-tions made for a regular siege."

The *Shreveport Times* of September 3, received at New Orleans, says:—

"We are engaged in a contest to protect our rights and property against the tyranny of a dead State legis-lature, and we shall prosecute that contest whether the Federal Government sends troops or not. The President must send troops enough to subjugate us by physical force, for the people of Louisiana can no longer be ground into the dust by the phantom of a Federal army

usual by citing "certain letters of Mr. Beecher," showing "how utterly and confidingly he trusted in me." He refers to another case of adultery which he says Mr. Beecher confessed, and related the circumstances of Mr. Beecher's threatened suicide. Mr. Moulton quotes Mrs. Tilton's letter to a female friend, in which she states that "Dear Frank Moulton is a friend indeed." Mr. Moulton criticises Mrs. Tilton's expression the "love babe" her child promised to be, and calls attention to the fact that for months previous she and her husband were quarrelling even to blows, according to Bessie Turner's evidence. The comments on this letter as follows :—

"I do not quote the whole letter, as it has been already published, and may be referred to. The peculiarity of the language of this extract should be noted. We find Mrs. Tilton on the 20th of December sick in bed in what she states to have been a miscarriage, a few days before of what promised to be a love babe. A very curious expression from a woman nearly 40 years old and the mother of six children, to describe a child begotten in lawful wedlock, especially when, as Mrs. Tilton now asserts, she and her husband had been fiercely quarrelling for several months, and Bessie Turner testifies even to blows."

He then goes on to state that within six weeks of her getting off her sick bed she wrote the following invitation to Beecher, which he (Moulton) received from Beecher :—

"Wednesday.

"My dear Friend,—Does your heart bound towards all as it used ? Sa does mine. I am myself again (sic). I did not dare to tell you until I was sure, but the bird has sung in my heart these four weeks, and he has covenanted me never again to leave. 'Spring has come.' Because I thought it would gladden you to know this and not to trouble or embarrass you in any way I now write. Of course I should like to share with you my joy, but can wait for the beyond. When dear Frank says I may once again go to Old Plymouth, I will thank the dear Father."

This letter Moulton comments upon severely. He further states that since preparing his former statement he has learnt that Mr. Beecher, in the days when Mr. Moulton was [illegible] communication between him and Mrs. Tilton, carried on treacherously a clandestine correspondence with her. He cites the following notes, the first, he says, having a shorter one enclosed :—

"BREECHER TO MRS. TILTON.

"The blessing of God rest upon you. Every speck of light and warmth in your own home will be a star and a sun to my dwelling. Your note broke like spring upon winter, and gave me an inward rebound toward life. No one can ever know, none but God, through what a dreary wilderness I have wandered. There was Mount Sinai ; there was the barren sand ; there was the alternation of Hope and Despair that marked the pilgrimage of old. If only it might lead to the promised land, or like Moses shall I die on the border ? Your hope and courage are like medicine. Should God inspire you to restore and rebuild at home, and while doing it to cheer and sustain outside of it another who sorely needs help in heart and spirit, it would prove a life so noble as few are able to live, and in another world the emancipated soul may utter thanks. If it would be of comfort to you now and then to send me a letter of true inwardness, the outcome of your inner life, it would be safe, for I am now at home here with my sister, and is permitted to you and will be an exceeding refreshment to us, for you. Heart experience are often like bread from heaven to the hungry. God has enriched your moral nature. May not others partake ?"

There was, Moulton says, no direction or signature to this letter, yet it was in Beecher's handwriting. The note enclosed in it in pencil is on a slip of paper, but to reserves it for presentation before another tribunal. This note conclusively proves, he adds, that Beecher speaks falsely when he says he never visited Mrs. Tilton after the "settlement," except at her husband's request.

To add strength to this assertion he [illegible] Mrs. Tilton to Beecher under date of May 3, 1871, and which he follows up with the sarcasm, "Perhaps Tilton extorted this letter too from his wife." The following is the letter :—

"Mr. Beecher,—My future, either for life or death, would be happier could I but feel that you forgave me while you forget me in all the sad complications of the past year. My endeavour was to entirely keep from you all suffering, to bear myself alone, leaving you for ever ignorant of it. My weapons were love, a large untiring generosity, and nothing[illegible]. That I failed utterly we both know, but now I say forgiveness."

Then follows the following letter from Mr. Beecher to Mr. Tilton, which, he says, is additional proof of the "renewed intimacy" :—

"Jan. 20, 1872.

"Now may the God of Peace that brought again from the dead our Lord Jesus, that great shepherd of the sheep, through the blood of the everlasting covenant make you perfect in every good work to do His will, working in you that which is well-pleasing in His sight through Jesus Christ. This is my prayer day and night. This world ceases to hold me as it did. I live in the thought and hope of the time coming immortality, and seem to myself most of the time to be standing on the edge of the other life, wondering whether I may not at any hour hear the call, 'Come up hither.' I shall be in New Haven next week to begin my course of lectures to the theological classes or preaching. My wife takes boat for Havannah and Florida on Thursday. I called on Monday, but you were out. I hope you are growing stronger and happier. May the dear Lord and Saviour abide with you !" "Very truly yours,

"H. W. BEECHER."

Mr. Moulton then goes on to speak of Beecher's confession to him of adultery with Mrs. Tilton, [illegible] speaks [illegible] about the matter, he [illegible] used the following language :—

"My acts of intercourse with that woman were as natural and sincere an expression of my love for her as the words of endearment which I addressed to her. There seemed to be nothing in what we did together that I could justly [illegible] to myself on the ground of our love for each other, and I think God will not blame me for my [illegible] her. I know that at present it would be impossible for me to justify myself before man."

Mr. Moulton here adds :—

"No only on the occasion of handing back Mr. Tilton's retractation, and when giving me the letter of confession of January 1, 1871, did he particularize with regard to the feelings which influenced him to do as he did with Mrs. Tilton ; but in many of the conversations I held with him he strongly advised to the shunning love which he felt for the woman and to the joys of his intercourse with her, which he always justified because of that love ; indeed on one occasion, when speaking of it, he said with pure [illegible] the intercourse seemed to him, that the little red lounge on which they had been together seemed to [illegible] almost a sacred thing."

Referring to a charge of rape said to have been made by Mr. Bowen against Mr. Beecher, Mr. Moulton says Mr. Beecher explained to him the circumstances, and admitted fornication, but absolutely denied rape. At Mr. Moulton's advice, Mr. Beecher obtained from the lady (who had made the charges to Mr. Bowen) the following retractation :—

"Some ten years ago, when under great grief and [illegible] said things injurious to Mr. Beecher to Mr. Bowen. I always speak strongly, and then I was nearly beside myself and used unmeasured terms, which represented [illegible] afterward convinced that in many things I was mistaken. I became satisfied that Mr. Beecher's course towards me was meant to be kind and honourable. From that [illegible] relations has been cordial [illegible] 1874.

Mr. Moulton goes on to say :—

"Mr. Beecher, to confirm his statement that he had not ravished her, brought to me several letters from her to him which I still hold, showing the continuance of friendly relations with her. I do not give the lady's name, and I withhold the photo-lithograph of her letter because I do not wish needlessly to involve a reputation which has thus far escaped judgment or mention by any of the parties to this controversy. If the facts stated here should identify the person concerned with him and it those who are interested in her feel aggrieved let them avenge that grief, if open any one upon the Pastor of Plymouth Church, and not upon me, as I have been threatened it would be if I ventured [illegible] the facts of Beecher's guilt in this case [illegible] terrible narrative of crime was given [illegible] in the presence of a witness."

Mr. Moulton also recites a letter of [illegible] (Tilton's mother) to Mr. Beecher, asking [illegible] rent, &c., dated the 21st of October, 1871, [illegible] thinks, and addressed "My dear son, [illegible] say :—

"Do come and see me, I will pray [illegible] of her life, as she calls it, shall [illegible] know it's hard to bring it up, [illegible] intensely, and we all will, I [illegible] Do you pray for us, if not [illegible] rebellious them now, [illegible] help. Do you know I th[illegible] he call you 'son.' If [illegible] and all concerned, you [illegible] name. Am I mistak[illegible] Moulton says that [illegible] he paid, in addition [illegible] den Age," and which was to extricate Tilton from his difficulties, was paid for the education of Bessie Turner. Further on Moulton says :—

"I now produce certain letters of Mr. Beecher, which seem to contain an answer to his charge that when he paid the dire. 5,000 he thought it was blackmailing and was very much dissatisfied with himself for doing it. If he was so dissatisfied, he certainly did not make it known to me, who had, as he says, extorted the money from him. It will be remembered that the dire. 5 000 was paid on the 26 of May, 1873. The 7th of the following July brought me a very cordial invitation to visit him at his house in the country, contained in the following letter of that date marked 'S' :—

"'Beecher to Moulton.

"'Peekskill, July 7, 1873, Monday, 7 p.m.

"'My dear Frank,—I have just arrived. I called Saturday evening to learn that you would not return till Monday. Can you come up Tuesday, or Wednesday, or Thursday ? I have not seen you since the ward. I will take good care of you, and even if others don't think so much of you as I do, I will try and make up. My vacation is begun, and am I not glad ! Next week we expect company.

"'The drought is severe ; no real soaking since the last May, and things are suffering, but yet the country is beautiful. The birds are as good to me as David's Harp, only need some one to talk to, and that one is you. Come when you can, and, coming or going, believe me, faithfully and affectionately yours,

"'H. W. B.'

"It will be seen that to complete his happiness he again produced a letter of October 2, 1873, five months after the time when he says in his statement he believed I was black-mailing him and 'felt dissatisfied with himself that he permitted it. It is marked 'V.'

"'Friday, noon, Oct. 3, 1873.

"'My dear Frank,—I have this morning got back sound and fresh, and want to send my love to you and yours. I should see you to-morrow, but shall be out of town till evening. God bless you, my dear old fellow.

"'H. W. BEECHER.'"

The succeeding portion of the statement contains extracts relating to charges of immorality brought against Mr. Beecher by Mr. [illegible] in his previous statement he suppressed the exact phraseology out of respect for public decency, but matters are so altered that he is compelled to produce it. Finally, he leaves the case between him and Mr. Beecher with confidence to public opinion.

A WITCH TRIAL IN THE FOURTEENTH CENTURY.

In this paper we intend to follow the course which the trial actually took. Perhaps it would be possible to improve the story it tells by throwing it into another shape. But it is also possible that such a process might effectually destroy its value as an illustration of manners and superstition five hundred years ago.

We will suppose that our readers have paid a visit to the Châtelet—the Old Bailey of Paris—on Saturday, the 30th of July, 1390. Originally erected as a fete de pont, to cover the entrance of the city by way of the Bridge-on Change, it consisted of a square keep, with turrets at the angles. Through its centre, straight to the bridge, ran a narrow passage, with heavy gates at its extremities. The last crumbling remains of the Châtelet were removed in 1792. But four hundred years earlier, though it was then so ancient that the date of its foundation had passed out of memory, it was still formidable. Like many another old fortification the course of time, in removing it from the outskirts of the city to the centre, had turned it into a prison. Having surveyed its massy walls and grim old battlements, we penetrate through a number of gloomy corridors to the Grêche, or woman's cell. It is a low vaulted chamber of considerable extent—dim, damp, and unclean exceedingly. It has no furniture ; a stone bench, which runs round it serves as a seat by day and a couch by night. And yet this miserable lodging must [illegible] denizens a night, by those who cannot or will not pay a great deal more for accommodation hardly superior elsewhere. The authorities do not provide the prisoners with food. Of this, however, there is seldom any scarcity. Commiseration for the captive is one of the foremost duties inculcated by mediæval religion, and the alms which hang from the gratings of the Châtelet are filled daily with the contributions of the charitable. Besides, it is so common for the conscientious to traverse the city, at stated times, in search of arms for those in durance, that contemporary satire has seized upon the practice as one of the many characteristics of hypocrisy.

The prisoners in the Grêche are variously occupied. Some exchange blows, for here not only do they quarrel but not unfrequently carry their contention to a fatal issue. Some [illegible] exchange curses against [illegible] carouse, for here money will procure anything. And some—yoke-fellows in iniquity these—arrange their defence, and discuss the probabilities of conviction. The last is the occupation of the two committed on the charge of bewitching and poisoning Hainsellin Planete and his wife, Agnesot, of the Rue des Fosses St. Germain. One of the two, Margot de la Barre, alias dit Colgnet, is a hard-featured, determined-looking woman, between fifty and sixty, who, previous to her incarceration, kept a tavern of no very good repute in the Rue Froidmantel, a street in the vicinity of the Louvre, as indeed are all the streets mentioned in this trial. The other, Marion la Drapperesse, alias Estellise is less than half the age of her companion but of quite another exterior, being remarkably tall and thin. It is evident that she has been a gaudy bird at no distant date ; but imprisonment has stripped off much of her gay plumage, and sorely bedraggled the rest. She is by profession what we would term "an unfortunate"—one of the highest class, however, being a member of a singular body attached to the French Court.

The Gaoler appears, and Margot is led up to the bar of judgment. On the occasion the court is composed of the Provost of the Châtelet, his Lieutenant, his auditor, the King's advocate, and six other personages learned in the law, sworn examiners. The preliminary formalities are gone through and the trial begins. Margot is questioned on oath respecting her former life. She replies that she was born in the town of [illegible], in the Gastenois—that [illegible] many a year she had led a vagabond and immoral life, "sometimes in one town, sometimes in another," plying eventually in the Rue Froidmantel. We may add what was elicited bit by bit in the course of the trial, that during the latter portion of her career, the professions of sorceress, quack, and not improbably poisoner, had been conjoined to that of keeper of a house of dubious repute. Concerning the bewitchment of Planete and his wife she explains that the man was an old acquaintance, in the habit of frequenting her tavern with Estellise, his mistress, up almost to the day of his marriage—an event which had taken place but a few weeks previous to the trial. "Immediately after the wedding," she goes on to relate, "I was informed by mutual friends that Agnesot was afflicted with a disease which caused her breath to exude through her eyes, nose, and mouth ; and I was requested to do something for the poor woman. Then I bethought me of a secret in secret which my mother had taught me in my youth, and I told these people that with God to aid, I would soon relieve her. Taking a garland, composed of herbs which I had purchased on the eve of St. John last past, I went to the Rue des Fosses St. Germain. On the way I paused to gather a bunch of shepherd's purse, which I saw growing near the basilery of Aiemon, close by the Louvre, and which I twined in the garland as I went. Admitted to the bedside of Agnesot, I acquainted myself, as well as I could, with her malady. Then I said to her, 'Now dame, I crave you be garland for your wedding-day, but I give you one now, and I assure you that you could not wear a better one. It is a garland to unbewitch yourself, or any other person upon whom a spell has been laid.' So saying, I twined the garland round her head, outside her cap. Then I repeated three paters, and as many aves, and crossed her in the name of the Trinity. Afterwards I said, 'Twice have I cast a filth upon you, and thrice do I remove it, in the name of the Trinity.' The last sentence was a damning admission.

Concerning Hainsellin, she told first some days preceding her visit to his wife he had called at her tavern to request assistance for himself, who was then suffering from 'fever,' and that for the sake of old [illegible] she had furnished him with a charm [illegible] shepherd's purse, wrapt up in a white rag, which would secure his recovery within a week [illegible] sations she replied that she was [illegible] sort of witchcraft. When remained [illegible] made by her during the examination [illegible] mittal for trial, she denied, in the having ever said that she knew [illegible] ve that, within three hours [illegible] death, a notable change would [illegible] Margot thought fit to assert, [illegible] weapon. Then, "duly considering [illegible] contradictions, between her [illegible] suspicious herbs found in her [illegible] dity of a person pretending to [illegible] not know how to impose it, and [illegible] mission contained in her version [illegible] she had used when placing the garland on the head of Agnesot—they decided that, in the interests of truth and justice, it was necessary to put her to the question."

The last paragraph, which we have borrowed pretty exactly from the record, reads very legal and logical. But, we beg to assure our readers, that it meant absolutely nothing. We have gone over nearly a hundred reports of trials which took place at the Châtelet about this period, without finding a single instance in which resort was not had to the question.

Margot was put to the question forthwith, "on the little hail and the great one," but not another word could be drawn from her. She was then released, cleaned, as usual, in the kitchen, and then relegated to her cell. So far she had reason to consider herself safe. There was no definite evidence against her. She thought she could trust her accomplice to keep silence, and the old sinner had not the smallest doubt concerning her own firmness.

On Monday, August the 1st, the Court reassembled. There were present six members, two of whom had not appeared at the former sitting. This time Estellise was produced for examination, and with her several dumb but rather dangerous witnesses, consisting of one or two dried herbs, a piece of moss, and a lock of hair, which had been found in her box. She, too, was required to give an account of her former life in the first instance. The moss, she stated, had been given her as a souvenir by a former paramour, an English squire, who had gathered it with his own hands by the brink of a well where, according to tradition, a virgin had been beheaded. It was supposed to contain certain mystic virtues, and in return therefore she had given the squire a lock of her hair, of which scarcely as much could be said. One would have thought that such a token was hardly of the kind to pass between people like these ; but such were the good old times.

Concerning Hainsellin, Estellise was sufficiently diffuse. She declared, without the smallest reserve, or regard for womanly or legal decorum, and to the very beards of those "most potent, grave, and reverend signiors," that she had loved, still loved, and would continue to love him better than any man in the world, and, as she added with redundant passion, "better than any man that ever could be born into the world." The [illegible] leaving her, as she thought, far too soon, she tried to arrest him in a playful way. She seized his hood by one of the corners : he pulled against her, and thus the thing was torn off, and with it those hairs. He escaped for the time ; but she wrapped up the hairs in the fragment of a red cloth, and put the packet away among the things which she valued most.

She denied that she had ever gathered any herbs for magical purposes, or that she had ever uttered a threat concerning Hainsellin. She admitted that his marriage had grieved her exceedingly—more, far more, than anything that had ever before befallen her. And she admitted having said that he would have reason to rue the day—not as a threat, but because she knew full well that never, never more would he find any woman in this world to sacrifice herself for him as she had done. This was all that she had to say, and she was sent back to her cell.

The court was by this time increased to eleven—the five fresh members probably having been all attracted to the Châtelet by the unusual interest which the trial began to assume. A good deal of discussion among the judges followed the departure of Marion. The very length shows that it was not altogether unfavourable to her. In the end it was decided that she, too, should be put to the torture, but not until Margot had been subjected thereto a second time. The crone, therefore, was summoned, and stretched on the rack. But the stern persuasions of the small bed and the great one had not the smallest effect on her obstinacy. So ended the doings of the day.

There was no court on Tuesday ; but on Wednesday, the 3rd of August, its members assembled to the number of seven, and Marion was led before it. The proceedings opened with a little "scene." When the principal torturer, Oudin de Rochefort, seized the woman to prepare her for the iron couch, she burst from his grasp, and treated the worshipful magistrate to not a little of her mind. She warned them, with suitable gestures and forejections, to "mind what they were about in dealing thus with a woman of good fame. She declared, with deep earnestness, that she was entirely ignorant of the charges brought against her. And she closed as neat an oration as was ever delivered under such circumstances, with an appeal to the Court of Parliament.

Such an appeal, even from such lips, was not to be disregarded. The work of torture was suspended, and notice of the appeal was transmitted to the body concerned, which, as it happened, was sitting at that moment. The message received prompt attention, and the messengers—the honourable and learned Master Pierre Lesclot, and the merely learned Master Guillaume Porel—both members of the Court of Parliament [illegible] Court of the Châtelet [illegible] 'Queux' as their Trade Mark, are that all Nails now made and sent out by them, except only those this mark upon their heads, placed within a circle, as shown from Steel Works is also placed a card bearing their name and address.

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L'Estellise observed the directions very exactly. And Hainsellin gave her full opportunity ; for, with unutterable meanness, the consummate sneak kept up his acquaintance with the ribald to the very last. "But," sighed the impassioned girl, "this philtre proved as useless as the other. I saw very clearly that Hainsellin loved just as ever, and not a particle more fondly."

Then l'Estellise went on to speak of the wreath—or rather wreaths, for there had been two. Visiting the market on the eve of St. John to purchase some roses *d'outre mer*, and some other flowers, "wherewith to decorate her person, as was the custom of young women at that season," she bought, among the rest, a bunch of that weed of dark repute, shepherd's-purse. On her return from the market she called, as usual, at the tavern. Then Margot observed the shepherd's-purse, and said that by its means she could work in such form as should cause Hainsellin to abandon the wife he was about to wed, and return to Marion. The weed we need hardly say at once changed hands, and a bargain was struck. The baldame promised to weave the shepherd's purse into two garlands, one for the bridegroom and the other for the bride, which would certainly effect the purpose which l'Estellise had so much at heart.

At last arrived the week preceding Hainsellin's wedding. It was fixed for the Sunday, and on the Thursday or Friday before, she could not well remember which, Marion called on her friend. Margot bade her hope on, repeated her promise respecting the garlands, renewed the oaths to secrecy of the unhappy ribald, and imposed another to the effect that she would bring as many customers as she could to the tavern. Then she whispered that the garlands would be ready on the Sunday, when Marion would receive them, along with ample directions for their use. Here, as often in the course of this report, the dull, dry greffier becomes a most attractive storyteller. It is unintentionally indeed ; he merely gives the mere important items of the evidence in the usual matter-of-fact style of such people. But the details, like all those into which human feeling enters deeply, possess an interest of their own which needs no aid from the artifices of style.

(To be continued.)

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